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| 7 | Attorneys for Plaintiff | | | | | |
| 8 | BLUE CROSS AND BLUE SHIELD ASSOCIATION | | | | | |
| 9 | UNITED STATES DISTRICT COURT | | | | | |
| 10 | FOR THE NORTHERN DISTRICT OF CALIFORNIA | | | | | |
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| 12 | BLUE CROSS AND BLUE SHIELD ASSOCIATION, an Illinois not-for-profit | No. C 07 5009 RS | | | | |
| 13 | corporation, | PROPOSEX) STIPULATED FINAL ORDER | | | | |
| 14 | Plaintiff, | (First through Sixth Claims for Relief Only) | | | | |
| 15 | v. | , | | | | |
| 16 | DIGI REAL ESTATE FOUNDATION, et al., | | | | | |
| 17 | Defendants. | | | | | |
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| | STIPULATED FINAL ORDER (CASE NO. C 07 500 | | | | | |

1 **STIPULATION** Pursuant to their written settlement agreement, Plaintiff Blue Cross and Blue Shield 2 Association ("BCBSA"), on the one hand, and Defendants Digi Real Estate Foundation, 3 Kanwardeep Johar, Oleksiy Kovyrin, and Galt Networks, Inc. on the other hand (individually and 4 collectively, "Defendants"), hereby stipulate that the Court may issue and enter the Stipulated 5 Final Order, below. 6 HANSON BRIDGETT MARCUS 7 DATED: January 22, 2008 **VLAHOS & RUDY, LLP** 8 9 /s/By: SUSAN G. O'NEILL 10 Attorneys for Plaintiff BLUE CROSS AND BLUE SHIELD 11 ASSOCIATION 12 NEWMAN AND NEWMAN DATED: January 22, 2008 13 By: /s/ 14 DEREK A. NEWMAN Attorneys for Defendants 15 DIGI REAL ESTATE FOUNDATION KANWARDEEP JOHAR 16 OLEKSIY KOVYRIN GALT NETWORKS, INC. 17 18 SIGNATURES UNDER GENERAL ORDER NO. 45 19 Pursuant to General Order No. 45 of the United States District Court, Northern District of 20 California, I, Susan G. O'Neill—the ECF User whose User ID and Password are used in the filing 21 of this document—hereby attest that the concurrence to the filing of this document has been 22 obtained from the other signatory to this document. 23 24 /s/ SUSAN G. O'NEILL 25 26 27 28 - 2 -

STIPULATED FINAL ORDER

Pursuant to the agreed settlement and consent of Plaintiff Blue Cross and Blue Shield Association ("BCBSA"), on the one hand, and Defendants Digi Real Estate Foundation, Kanwardeep Johar, Oleksiy Kovyrin, and Galt Networks, Inc. on the other hand (individually and collectively, "Defendants"), the Court finds:

WHEREAS, on September 27, 2007, BCBSA filed a Complaint alleging six claims for relief against Defendants; and

WHEREAS, without an admission of any liability whatsoever by Defendants, the parties desire to finally settle and resolve any and all matters in dispute between them in relation to the above-captioned litigation and have entered into a written settlement agreement, pursuant to which they wish to have this ORDER entered.

IT IS HEREBY ORDERED THAT:

- 1. This Court has jurisdiction over the subject matter of this action. Defendants have consented to the personal jurisdiction of this Court, agreed that venue is proper in this District, and waived any objection they may have with regard to personal jurisdiction, venue, or service of process.
- 2. As described in Paragraphs 19 through 22, inclusive, of the Complaint, BCBSA is the owner of the Blue Marks (as defined in Paragraph 19 of the Complaint and as partially listed in Exhibit C to the Complaint—including without limitation the BLUE CROSS and BLUE SHIELD marks)—and the BCBS mark (collectively referred to as the "BCBS Marks").
- 3. Within five court days of the entry of this ORDER, Defendants Digi Real Estate Foundation, Johar, Kovyrin, and Galt Networks will initiate the transfer of ownership of the registrations to the domain names listed on Exhibit 1 to this ORDER to BCBSA. Defendants will also use best efforts to perform all necessary acts to complete the transfer of these registrations.
- 4. If, within ten calendar days of the entry of this ORDER, the domain names listed on Exhibit 1 to this ORDER have not been fully and effectively transferred to BCBSA, VeriSign, Inc., as the registry of these domain names, is directed pursuant to Section 1125 of Title 15 of the United States Code to promptly change the registrars of record for the domain names from the

current registrars to MarkMonitor (or such other registrar as designated by BCBSA)—which registrar is directed to promptly register these domain names in the name of BCBSA.

- 5. For the domain names listed on Exhibit 2 to this ORDER, VeriSign, Inc., as the registry of these domain names, is directed pursuant to Section 1125 of Title 15 of the United States Code to immediately change the registrars of record for the domain names from the current registrars to MarkMonitor (or such other registrar as designated by BCBSA)—which registrar is directed to promptly register these domain names in the name of BCBSA.
- 6. Within five court days of the entry of this ORDER, Defendants will initiate the transfer of ownership of the registrations of the following domain name to BCBSA:

 BCBSKS.ORG. Defendants will use best efforts to perform all necessary acts to complete the transfer of this registration.
- 7. If, within ten calendar days of the entry of this ORDER, the domain name BCBSKS.ORG has not been fully and effectively transferred to BCBSA, the Public Interest Registry, as the registry of this domain name, is directed pursuant to Section 1125 of Title 15 of the United States Code to promptly change the registrar of record for the domain name from the current registrar to MarkMonitor (or such other registrar as designated by BCBSA)—which registrar is directed to promptly register these domain name in the name of BCBSA.
- 8. Defendants Digi Real Estate Foundation, Johar, Kovyrin, and Galt Networks—their principals, officers, agents, servants, employees, aliases, those persons or entities under their control or in active concert or participation with them (directly or indirectly), and their successors in interest—are hereby permanently restrained from:
 - (a) directly or indirectly registering or maintaining the registration for an Internet domain name that constitutes or incorporates any of the following:
 - (i) any of the domain names listed on Exhibits 1 and 2 to this ORDER;
 - (ii) any of the BCBS Marks;
 - (iii) any or all of the terms "BCBS" or "BCBSA;
 - (iv) any or all of the terms "BLUE CROSS," "BLUECROSS," "BLUE SHIELD," or "BLUESHIELD";

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| (v) | the | term | "BLU | JECA | RD"; |
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| vi) | any or all of the terms "BLUE," "BC," or "BS" in proximity or in |
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| | connection with any of the terms describing any facet of BCBSA's |
| | current business as described at the Web site accessible at |
| | www.bcbs.com, which includes without limitation: "HEALTH," |
| | "HEALTHCARE," "FSA," "HMO," "PPO," "HSA," "HRA", |
| | "INSURANCE," "MEDICAL," "MEDICINE," |
| | "PRESCRIPTION", "BENEFITS," "MEDICARE," |
| | "PHYSICIAN," "DENTIST," "PLAN," "CLINIC," "PROVIDER," |
| | "CARE," "LABORATORIES," "COVERAGE," "WELLNESS," |
| | "RX," "HOSPITALS," "ENROLLMENT," "COBRA," |
| | "DENTAL," "PHARMACY," or "DRUG,"—or any slight |
| | variation of any of these terms such as: plurals or singular versions: |
| | the addition of dashes or underscore characters ('-' or '_'); or |
| | variations suggesting misspellings or typographical errors (such as |
| | omission or repetition of one of the characters in a term).; |

- (vii) any name of a BCBS Plan—including without limitation "PREMERA," "ANTHEM," "CAREFIRST," "WELLMARK," "HORIZON," "EMPIRE," "EXCELLUS," "CAPITAL," "HIGHMARK," "INDEPENDENCE," "MOUNTAIN STATE," or "REGENCE"— in proximity or in connection with any or all of the terms "BLUE," "BC," or "BS" or any of the terms set forth in Subsections (iii), (iv), or (v), above; or
- (viii) any slight variation of the above such as: plurals or singular versions; the addition of dashes or underscore characters ('-' or '_'); or variations suggesting misspellings or typographical errors (such as "BLU" instead of "BLUE" or repetition of one of the characters in a term).

| 1 | (b) directly or indirectly registering or applying to register as a trademark, | | |
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| 2 | service mark, or trade name constituting or incorporating any trademark, | | |
| 3 | service mark, or trade name including or confusingly similar to any of the | | |
| 4 | BCBS Marks—or maintaining any such registrations. | | |
| 5 | 9. In any action to enforce this ORDER or any matter arising out of a violation of this | | |
| 6 | ORDER, the prevailing party will recover its reasonable associated attorneys' fees and costs. | | |
| 7 | 10. This ORDER will be binding on and inure to the benefit of all parties hereto—and | | |
| 8 | their assigns and successors in interest. The waiver by one party of any breach of this ORDER by | | |
| 9 | another party will not be deemed a waiver of any other prior or subsequent breach of this | | |
| 10 | ORDER. | | |
| 11 | 11. The First, Second, Third, Fourth, and Fifth Claims for Relief in the Complaint in | | |
| 12 | this action are dismissed with prejudice as against Defendants Digi Real Estate Foundation, Johar, | | |
| 13 | Kovyrin, and Galt Networks. The Sixth Claim for Relief in the Complaint in this action is also | | |
| 14 | dismissed with prejudice. | | |
| 15 | 12. This Court retains jurisdiction of this matter and over the parties to this action for | | |
| 16 | the limited purpose of enforcing the terms of this ORDER and the terms of the parties' written | | |
| 17 | settlement agreement. | | |
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| 19 | Dated this 24th day of January, 2008. | | |
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| 22 | HONORABLE RICHARD SEEDORG | | |
| 23 | UNITED STATES MAGISTRATE JUDGE | | |
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Exhibit 1

REGENCEBLUECROSSBLUESHIELDOFOREGON.COM

BCBSOFNORTHCAROLINA.COM

BLUECROSSBLUESHIELDSC.COM

BCBSOFMA.COM

BCBSOFOK.COM

BCSNC.COM

BCBSOKLAHOMA.COM

BCBSNORTHCAROLINA.COM

FEDERALBLUECROSSBLUESHIELD.COM

BCBSMISSOURI.COM

SASKATCHEWANBLUECROSS.COM

BLUECROSSBLUESHIELDOFMARYLAND.COM

BLUECROSSCOLORADO.COM

BBLUECROSSCA.COM

BLUECROSSBLUESHILD.COM

BLUECROSSBLUESHEILDS.COM

BLUECOSSCA.COM

BLUECROSSBLUESHIELDCA.COM

BUECROSS.COM

BLUECROSSBLUESHIELDTN.COM

BLUECROSSBLUESHEILDOFILLINOIS.COM

BLUECROSSBLUESHEALD.COM

BLUECROSSNV.COM

BLUECROSSIDAHO.COM

BLUECROSSINTEXAS.COM

BLUESHIEL.COM

BLUESHILED.COM

WWWBLUECROSSBLUESHIELD.COM

BLUESHIELDPLANS.COM

BLUECROSS65.COM

BLUECROSSHMO.COM

BLUECROSSMASS.COM

BLUECROSSTX.COM

BLUESHIED.COM

BLUECROSSFL.COM

BLUESHELD.COM

WWWBLUECROSSMN.COM

BLUECROSSMEDICALINSURANCE.COM

BLUECROSSSC.COM

BLUECROSSMO.COM

BLUECROSSMI.COM

Exhibit 1 (continued)

WWWBLUECROS.COM

BLUESSHIELD.COM

BUESHIELD.COM

BLUESIELD.COM

BBLUESHIELD.COM

BCBSKANSAS.COM

BLUECROSSBLUESHIELDOFRHODEISLAND.COM

MANITOBABLUECROSS.COM

BLUECROSSBLUESHIELDOFPENNSYLVANIA.COM

BLUECROSSBLUESHIELDOFWISCONSIN.COM

BLUECRSSMN.COM

BCBSC.COM

BCBSKS.ORG

BLECROSSMA.COM

INDEPENDENCEBLUECROSS.COM

BLUECROSSBLUUESHIELD.COM

BLUECRROSS.COM

MOUNTAINSTATEBLUECROSSBLUESHIELD.COM

BLUECROSSBLUESHILEDOFILLINOIS.COM

HIGHARKBCBS.COM

FEDERALBLUECROSS.COM

BLUECROSSPPO.COM

BLUECROSSDENTALPLAN.COM

BLUECROSSBLUESHEILDOFCALIFORNIA.COM

BLUECROSSOFGEORGIA.COM

BLUECROSSBLUESHIELDOFNC.COM

Exhibit 2

BLUECROSSBLUESHIELDNC.COM

BLUECROSSCLUESHIELD.COM

BLUECROSSBLUESHIELDOFOKLAHOMA.COM

BLUECROOSSCA.COM

BCBSMINNESOTA.COM

BLUECRSS.COM

BCBSSOUTHCAROLINA.COM

BLUESHEILDOFCA.COM

BLUECROSSBLUESHIELDRI.COM

BCBSHORIZON.COM

BLUECROSSOFMINNESOTA.COM

BLUECORSSMA.COM

BCBSOREGON.COM

BLUESHIIELD.COM

BCBSOFDE.COM

EMPUREBLUE.COM

BLUESHIELLD.COM

BLUESHIEELD.COM

BLUECROSSBLUESHIELDOFMN.COM

BLEUCROSSCA.COM

BLUECROSSBLUESHIELDDENTAL.COM

BLUECROSSBLUESHIELDPPO.COM